

AMENDED CERTIFICATE OF TRUST

1. NAME OF THE TRUST:

Goodman/Ruderman Children's Trust

2. STREET AND MAILING ADDRESS OF THE OFFICE, AND THE NAME AND STREET AND MAILING ADDRESS OF THE TRUSTEE:

Jeanne W. Ruderman
1568 Palisades Dr.
Pacific Palisades, CA 90272

3. NAME AND STREET AND MAILING ADDRESS OF THE GRANTORS:

Stanley L. Goodman
1684 Michael Lane
Pacific Palisades, CA 90272

Jeanne W. Ruderman
1568 Palisades Dr.
Pacific Palisades, CA 90272

4. LEGAL DESCRIPTION OF INTERESTS IN REAL PROPERTY OWNED BY OR CONVEYED TO THE TRUST:

All interests in real property hereafter conveyed to said Trust. Any instrument conveying such property to the Trust shall be and is hereby deemed an amendment to this Certificate of Trust. Indexing instructions indefinite.

5. ANTICIPATED DATE OF TERMINATION OF THE TRUST:

The Trust will terminate upon the first to occur of the following: (i) revocation of the trust by Grantors, (ii) expiration of the term allowed for the trust under the Rule against Perpetuities, and (iii) distribution of all of the trust assets in accordance with the terms of the Trust Agreement creating the Trust.

6. GENERAL POWERS GRANTED TO THE TRUSTEE:

See attached Exhibit, incorporated herein by reference.

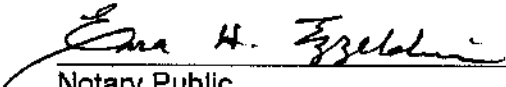
IN WITNESS WHEREOF, the Trustee has executed this Certificate of Trust as of this 15th day of June, 2009.

Jeanne W. Ruderman, as
JEANNE W. RUDERMAN, as Trustee *Trustee*

Sucker Selden

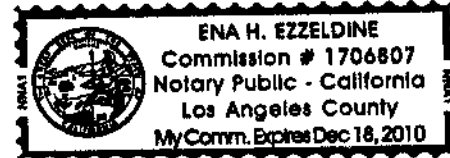
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this the 15 day of June, 2009, within my jurisdiction, the within named JEANNE W. RUDERMAN, as Trustee of the Goodman/Ruderman Children's Trust, who, in the capacity stated herein, acknowledged that she executed the above and foregoing instrument in the capacity therein stated.


Notary Public

My Commission Expires: 12/18/2010

Prepared by:
A. T. Tucker, Jr.
Tucker, Selden & Tucker, PLLC
P.O. Box 68
Tunica, MS 38676
662-363-3622



DE SOTO COUNTY PROPERTIES

Indexing Instructions:

9157 Kaitlyn Drive West, Walls, Mississippi 38680

Lot 48, Section B, Kaitlyn Ridge, situated in Section 4, Township 2 South, Range 9 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 71, Pages 43-44, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

5582 Kaitlyn Drive West, Walls, Mississippi 38680

Lot 69, Section B, Kaitlyn Ridge, situated in Section 4, Township 2 South, Range 9 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 71, Pages 43-44, in the Office of the Chancery Clerk of De Soto County, Mississippi.

9147 Kaitlyn Drive South, Walls, Mississippi 38680

Lot 49, Section B, Kaitlyn Ridge, situated in Section 4, Township 2 South, Range 9 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 71, Pages 43-44, in the office of the Chancery Clerk of DeSoto County, Mississippi.

5602 Kaitlyn Drive South, Walls, Mississippi 38680

Lot 68, Section B, Kaitlyn Ridge, situated in Section 4, Township 2 South, Range 9 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 71, Pages 43-44, in the office of the Chancery Clerk of DeSoto County, Mississippi.

ARTICLE IV

POWERS OF THE TRUSTEE

4.1 Powers Granted to Trustee. In addition to all other powers and discretions granted to or vested in the Trustee by law or by this instrument, and subject to any limitations stated elsewhere herein and to the Trustee's fiduciary obligations, the Trustee, and any successor Trustee, shall have the following powers and discretions in connection with the management of all or part of the Trust Estate:

i. General Powers.

- (1) To retain the Trust Estate in the same form as received by the Trustee;
- (2) To lend, relend, invest and reinvest the Trust Estate or any part thereof;
- (3) To acquire any property, real, personal or mixed, of any kind and character, wherever situated, and upon such terms and conditions as the Trustee may negotiate and determine;
- (4) To grant, bargain, sell (at public or private sale; for cash or on deferred payments), convey, grant options, exchange or convert trust property;
- (5) To assign, partition, divide, subdivide, repair, improve, develop, apply for zoning or rezoning, and lease any properties of the Trust Estate without restriction or limitation as to terms, either within or beyond the duration of the Trust;
- (6) To deduct, extend and pay from funds belonging to the Trust Estate (first from income or, if insufficient, from principal) any and all necessary and proper expenses in connection with the administration and preservation of the Trust Estate, including, but not limited to, reasonable attorneys', accountants' and investment counsel's fees; and to pay all taxes, insurance premiums and other legal assessments, debts, claims or charges which at any time may be due and owing by or which may exist against the Trust Estate;
- (7) To compromise or abandon any claims existing in favor of or against the Trust Estate and commence or defend, at the expense of the Trust Estate, such litigation with respect to the Trust Estate as the Trustee may deem advisable;
- (8) To lend or advance the Trustee's own funds for any trust

purpose to any trust or estate, said loans or advances to bear interest at the then current rate from date of advancement until paid and, together with interest, to constitute a first lien upon said trust or estate until paid;

- (9) To deposit trust funds in any savings or other account, interest bearing or non-interest bearing, in any currency whatsoever with any bank, financial institution or other depository, within or in excess of any governmental insurance limitations, or deposit such trust funds without limitations, or in investment certificates or time certificates or other investment paper;
- (10) To collect and receive all dividends, interest, royalties, rent and other income owing to the Trustee, to hold a reasonable amount of cash uninvested as the Trustee may deem necessary to pay expenses in the administration of the Trust or for general use in the preservation of the Trust Estate, or to provide working capital for any business or businesses conducted by the Trustee in connection with the management of the Trust Estate, or for any other purpose relating thereto which the Trustee deems feasible;
- (11) To execute and deliver any deeds, mortgages, contracts, instruments of transfer or other documents necessary to pass marketable title in and to any assets of the Trust Estate or any part thereof;
- (12) To grant options involving disposition of Trust property, or to take options for the acquisition of property, whether exercisable within or beyond the duration of the Trust; and
- (13) To establish a reasonable reserve for depreciation of all income-producing depreciable real and personal property, and following the death of the Survivor, to charge capital improvements and ordinary and extraordinary repairs on income-producing property to income from time to time.

14. To release or to restrict the scope of any power that Trustee may hold in connection with the Trust, whether this power is expressly granted in this instrument or implied by law. Trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any restriction. Any released power shall pass to and be exercised by Trustors.

15. To, at the time for distribution of any property under this Trust, withhold, without the payment of interest, all or any part of the distribution from the person entitled to it, so long as Trustee shall determine that the property may be subject to conflicting claims, to tax deficiencies or to liabilities, contingent or otherwise.

ii. Unproductive Property.

- (1) To retain or acquire assets which are non-income producing if the Trustee, in the Trustee's sole discretion, deems it to be in the best interest of any trust created hereunder; and
 - (2) To invest and reinvest all or any part of the Trust Estate without any restriction or requirement for diversification of investments.
3. To sell, convey, exchange, purchase and retain Trust assets despite the usual duty of the Trustee to avoid or dispose of unproductive, under-productive or wasting assets.

iii. Borrowing.

- (1) To borrow money for any trust purpose from any source and upon such terms as the Trustee deems feasible, including borrowing and lending cash or other assets among the trusts created hereunder on such terms as the Trustee may deem proper;
- (2) To encumber or by mortgage, deed of trust, margin or otherwise, hypothecate the Trust Estate or any part thereof and replace, renew and extend any encumbrance thereon upon such terms, conditions and security as may be determined by the Trustee, and to pay loans or other obligations of the Trust Estate, as the Trustee in the Trustee's discretion deems advisable; and
- (3) With respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to liability.

iv. Guarantee of Loans.

- (1) The Trustee, or any successor Trustee, is expressly authorized to borrow money from any source and upon such terms as the Trustee deems feasible to accomplish the Trust purposes; and
- (2) The Trustee is expressly authorized to secure such loans and guarantees by encumbering or hypothecating, by mortgage, deed of trust, pledge, margin or otherwise, the Trust Estate or any part thereof.

- v. Agents. The Trustee may act under this Trust through an agent or attorney-in-fact acting under a power of attorney duly executed by the Trustee.

4.2 Partition and Allocation. In any case in which the Trustee is required, pursuant to the provisions hereof, to divide any trust property into parts or shares for the purpose of distribution or otherwise, then upon any such division of the Trust Estate and upon any distribution, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in such manner as the Trustee, in the Trustee's discretion, deems advisable. Except as otherwise expressly provided, the Trustee may sell such property as the Trustee deems necessary to make any such division or distribution. After any division of the Trust Estate, the Trustee may make joint investments with funds from some or all of the several trusts.

4.3 Right to Retain Advisors. The Trustee is authorized to retain, at the expense of the Trust Estate, such professional, independent and disinterested investment counsel as the Trustee selects for the purpose of reviewing and rendering advice and counsel in connection with trust investments, with the Trustee having the discretionary power not to implement such recommendations, and when the Trustee does elect to implement the recommendations of such counsel, the Trustee shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice or recommendation of the investment counsel; and to employ any other counsel for general or specific purposes, including legal, tax, financial, accounting or other professional or technical services in connection with any trust purpose or function. In addition, the Trustee may employ any custodian, accountant, corporate fiduciary, appraiser or other experts and legal counsel, agents, clerks and other assistants, and to remunerate any and all of such persons and pay their expenses. The Trustee is specifically authorized to employ a firm of which the Trustee is a member and to pay to such firm its customary and reasonable charges for services rendered.

4.4 Right to Appoint JEANNE W. RUDERMAN as Bookkeeper. The Trustee may, in the Trustee's discretion to save expenses for the Trust, appoint Trustor JEANNE W. RUDERMAN ("JEANNE") to perform some or all of the bookkeeping functions with regard to the Trust Estate, including, but not limited to, collecting rents and managing bank accounts. JEANNE shall not be compensated for any such bookkeeping services that she may provide.

4.5 Trustee's Rights Upon Revocation. If this instrument is revoked with respect to all or a major portion of the Trust Estate, the Trustee shall be entitled to retain sufficient assets to secure payment of liabilities lawfully incurred by the Trustee in the administration of the Trust, including Trustee's fees that have been earned, unless the Trustors shall indemnify the Trustee against loss or expense.

4.6 While Trust Is Amendable by Both Trustors. During the lifetimes of both of the Trustors, the Trustee may follow any written direction given from time to time to the Trustee by both of the Trustors. In consenting to and carrying out any direction, the Trustee shall not be liable to any person having a vested or contingent interest in the Trust for any act performed or

omitted pursuant to those directions. Moreover, the Trustee may follow those directions regardless of any fiduciary obligations to which the directing party may also be subject. These provisions shall be construed consistently with Probate Code §§16001 and 16462.

4.7 Physical Division of Trust Property Not Required. The Trustee need not physically segregate or divide the various Trust assets.

4.8 Claims of Creditors. The Trustee shall not be personally liable to any creditor or any other person for making distributions from the Trust under the terms of this instrument if the Trustee has no notice of the claim of such creditor.

* * * * *

ARTICLE V

TRUSTEE'S ADDITIONAL POWERS

Notwithstanding any other provision of this Trust Agreement, shall control:

- A. Either Trustor may become a Trustee hereunder and/or vote any stock which may at any time be directly or indirectly given to any trust hereunder, and/or to exercise any power of appointment with respect to any such trust, if approved by both Trustors;
- B. Either Trustor may borrow any portion of the assets or funds of the Trust Estate or any trust hereunder, directly or indirectly, if approved by both Trustors or by the Trustee;
- C. Either Trustor may reacquire any trust property by substituting other property of equal value;
- D. Both Trustors, acting together, may direct assets withdrawn from a child's share of the Trust and direct the Trustee to distribute said assets to any one of the children of the Trustors.
- E. Should Trustors intend to take or cause to be taken any of the actions which are described in this Article 5 ("Article 5 Action(s)"), Trustors shall provide Trustee with written notice thereof forty-five (45) days before Trustors take any Article 5 Action. In addition to the Trustee's right to resign as set forth in Section 2.4(A), hereinabove, should any Trustee wish, in the Trustee's sole and absolute discretion, to resign before Trustors take any Article 5 Action, any Trustee or any successor Trustee may resign as set forth in Section 2.4, hereinabove. Any reference to "Trustors" in this Section E, shall refer to either Trustor or both Trustors, as the case may be.

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 3 NATALIE D. WANG (231122)
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 Suite 550
 Pasadena, California 91101-3009
 (626) 449-4812
 Attorneys for Respondent

APR - 8 2009

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

12 In re the Marriage of
 13 Petitioner: JEANNE W. RUDERMAN
 14 and
 15 Respondent: STANLEY L. GOODMAN
 16 Claimant PAUL SHANE, CPA, as
 17 Trustee of the Goodman/Ruderman
 Children's Trust

Case No. BD 409 325
 (Assigned to Dept. 84 - Honorable
 Commissioner James D. Endman)

STIPULATION RE SUBSTITUTION
 OF TRUSTEE AND ORDER

18 IT IS HEREBY STIPULATED, by and between the parties hereto, that the Trustee
 19 of the Goodman/Ruderman Children's Trust ("the Trust") shall be substituted as follows:

20 1. The Trustee Paul Shane will be forthwith substituted with the petitioner.
 21 Henceforth, the petitioner shall be the Trustee of the Trust. Petitioner shall be Trustee,
 22 without bond. Except as modified hereby, all existing orders shall remain in full force and
 23 effect as they pertain to the Trust, including the provisions for management of the Trust
 24 as set forth in the Order on Oral Stipulation re Respondent's Order to Show Cause Filed
 25 January 2, 2008, which order was filed on December 26, 2008. Respondent shall not
 26

STIPULATION RE SUBSTITUTION OF TRUSTEE AND ORDER

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1 sue or take other legal action against petitioner acting in her capacity as Trustee.
 2 2. Each of the parties shall execute forthwith all documents necessary to carry out
 3 the terms of this Stipulation and, upon failure so to do within five days, the Court may,
 4 upon appropriate ex parte motion, appoint the Clerk of the Court as its commissioner to
 5 execute such documents.

6 3. Each of the parties has stipulated that his or her respective signature
 7 hereinbelow constitutes personal service of the Stipulation and Order upon each of them,
 8 effective upon signature of the Order by the Court.

9 Dated: March 19, 2009

Dated:

10 *Jeanne W. Ruderman* 4/2/09
11 *Jeanne W. Ruderman*
12 JEANNE W. RUDERMAN
Petitioner13 *Stanley L. Goodman* 4/2/09
14 STANLEY L. GOODMAN
Respondent

15 Dated: 3-23-09

Dated: March 25, 2009

16 *Ronald A. Litz*
17 By RONALD A. LITZ
Attorneys for Petitioner18 Law Offices of Lee W. Salisbury, APC
19 *Lee W. Salisbury*
20 By LEE W. SALISBURY
Attorneys for Respondent

ORDER

21 IT IS SO ORDERED.

22 APR - 8 2009

23 Dated: JAMES D. ENDMAN
Judge Pro Tem24 JAMES D. ENDMAN
25 Judge Pro Tem of the Superior Court
26
27

STIPULATION RE SUBSTITUTION OF TRUSTEE AND ORDER

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